EXHIBIT 4a

INGBER & GELBER, LLP

COUNSELLORS AT LAW
181 MILLBURN AVENUE, SUITE 202
P.O. BOX 7

Mark J. Ingber*

Of Counsel

Dale L. Gelber**(973) 864-6212

Steven P. Lombardi

MILLBURN, NEW JERSEY 07041

tel: (973) 921-0080 fax: (973) 921-0021 E-mail: ingberlawøverizon.net MARTIN GELBER 11944-ROOD)

November 6, 2007

VIA FEDERAL EXPRESS

Honorable Judge Louis L. Stanton, U.S.D.J. Chamber of Judge Stanton
U.S. Southern District Court of New York
500 Pearl Street
New York, NY 10007

RE: Re: Lyons Partnership, L.P., et al v. Party Art Productions, Inc., Roberta Herman, Philip Herman, Magic Agency, Inc. and Carol Shelley Carroll, et al; S.D.N.Y, Civil No. 07-7121 (Judge Stanton)

Dear Judge Stanton:

We are counsel to the above named Defendants.

Pursuant to our conversation with your Clerk, Sam Enzer, today, and further to our letter to you dated November 5, 2007, we are providing the Court with the attached courtesy copies of the following documents which had originally been presented to Plaintiffs on October 19, 2007:

- (1) Notice of Motion for Sanctions and Disqualification;
- (2) Memorandum of Law:
- (3) Affidavit of Counsel and attached exhibits;
- (4) Affidavit of Roberta Herman; and
- (5) Proposed form of Order for Sanctions.

Pursuant to FRCP 11(c)(1)(A), Plaintiffs have until November 9, 2007 to withdraw their claims against Party Art, The Magic Agency, Roberta Herman, Philip Herman and Carol Shelley. We look forward to meeting with Your Honor on November 9, 2007 for the Initial Conference and for the Rule 11 and Disqualification pre-

motion conference.

Respectfully submitted,

INGBER & GELBER, LLP

By: Mark & Ingber

Encl.

cc: Gary Adelman, Esq., w/encl. (Via Email)
 Brian Greenfield, Esq., w/encl. (Via Email)
 Michael Pinnisi, Esq., w/encl. (Via Email)
 Toby Butterfield, Esq., w/encl. (Via Email)

MI:1b

LETTER TO JUDGE STANTON CONCERNING INITIAL CONFERENCE AND RULE 11.wpd

COWAN, DEBAETS, ABRAHAMS & SHEPPARD LLP ATTORNEYS AT LAW

April 26, 2006

Party Art Productions 51 Brandt Road Hillburn, NY 10931

> Scholastic Inc., and HIT Entertainment, Inc. v. Party Art Productions, Inc., Re: and Philip Herman and Roberta Herman

Dear Mr. and Ms. Herman:

This law firm represents Scholastic Inc., and HIT Entertainment, Inc. (collectively, "Plaintiffs"). Plaintiffs are the owners or exclusive licensees of all copyrights and trademark rights in the popular children's characters Clifford the Big Red Dog and Bob the Builder. Plaintiffs exploit these characters in numerous products and services worldwide, including television broadcasts and children's toys.

*Plaintiffs have determined that you have been distributing knock-off costumes or using them to provide entertainment services to children and adults. This activity is a direct violation of Plaintiffs' exclusive rights, the Lanham Act (the Federal Trudemark Act), the Copyright Act, and common law.

Plaintiffs will not tolerate costume infringement. Plaintiffs do not manufacture or license adult costumes of the genuine Clifford the Big Red Dog® and Bob the Builder characters for such use. In view of your infringing conduct, Plaintiffs have instructed this law firm to file suit against you and your business. Copies of the Complaints naming you and your business as defendants in the lawsuits are attached hereto as Exhibit "A". If the Complaints are filed against you, Plaintiffs will seek substantial money damages from you. For example, pursuant to the Lanham Act, Plaintiffs may be entitled to triple damages for your willful infringement of its trademark rights, as well as full attorneys' fees and costs. Likewise, to the extent a court finds that your infringement of Plaintiffs' copyrights in the characters is willful, Plaintiffs may be awarded damages of up to \$150,000 per work infringed.

This letter and the attached documents provide the information you need to understand the lawsuit which may be filed against you and your business, as well as the documents required to settle this dispute before the lawsuit is filed. If you promptly take the steps outlined in the attached settlement package, your settlement amount will be \$60,000.

We strongly urge you to immediately consult an attorney experienced in trademark and copyright law to help you review this settlement package. You may also wish to 41 MADISON AVENUE-34TH FLOOR, NEW YORK, NEW YORK 10010 TEL: (212) 497-0997 FAX: (212) 974-8474

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Cowan, DeBaets, Abrahams & Sheppard LLP

Party Art Productions, Inc. April 26, 2006 Page 2

discuss this letter with your insurance carrier. The Complaint(s) naming you and your business as defendants will be filed if you or your attorney fails to contact us within 10 days of the date of this letter.

If you want to settle this matter without having to go to court you must agree to:

- STOP the manufacture, sale, distribution, 1. rental, performance, advertising and/or marketing of any costume of any of Plaintiffs' characters:
- SURRENDER all infringing costumes in Surrender 2. your possession or control. Arrangements for shipment are in the attached instruction sheet (Exhibit B);
- PAY \$60,000 by cashier's check or other 3. Checks should be made good funds. payable to "Cowan, DeBaets, Abrahams & Sheppard LLP in Trust for Costume Litigation" and mailed to this office;
- ANSWER certain questions about your 4. infringing activities, as well as turn over all relevant supporting documentation; and
- SIGN the attached Settlement Agreements S. which bar you from future infringement of Plaintiffs' rights.

Instructions for settlement and for completing the documents you need to fill out are contained in the yellow packet included with this letter. Again, we strongly recommend that you consult with an attorney and carefully review these materials.

Upon satisfactory completion of these terms, Plaintiffs will execute and mail to you within ten (10) working days its portion of the Settlement Agreement, including full releases from liability. If all terms are not met (or we have not heard from you) within ten (10) days from the date of this letter, this office will be forced to take legal action against you. Once

COWAN, DEBARTS, ABRAHAMS & SHEPPARD LLP

Party Art Productions, Inc. April 26, 2006 Page 3

the Complaints have been filed, Plaintiffs will seek damages substantially greater than the settlement amount sought today.

If you have any questions after reviewing the yellow settlement packet, you may contact our costume litigation group at 212-497-0997.

Under federal law, any person given notice of a potential lawsuit is forbidden to destroy, move, or hide evidence in their possession or control. If such spoliation of evidence is established in court, a finding of contempt or a damage award will result.

The portions of this letter describing settlement are subject to the confidentiality provisions of Federal Rule of Evidence 408. Additionally, nothing herein shall limit or be construed to limit any claim, right or remedy that our clients may have, all of which are expressly reserved.

Sincerely,

COWAN, DEBAETS, ABRAHAMS &

SHEPPARD LLP

Raigh J. Station

Attorneys for Plaintiffs Scholastic Inc., and HIT Entertainment, Inc.

RJS/mw Encls.

INSTRUCTIONS FOR SETTLEMENT

If you want to settle this matter without having to go to court, follow the instructions below

Mwchave not received your settlement materials (Costumes; Payment, completed Ouestionnaire and signed Settlement Agreements), or otherwise heard from you or your aftorney by 10 days from the date of the demand letter; the Complaints naming you and your husiness as defendants in the lawsuit will be filed:

We ungeryou to submitthis settlement package to mivexperienced lawyer for review. After the Complaints have been filed. Plaintiffs will seek damages languages than the amount we require today.

- STEP 1 SURRENDER all infringing costumes in your possession or control to Cowan. DeBacts, Abrahams & Sheppard ELP. Use the enclosed Shipping Form.
 - Fill out one copy of the attached Shipping Form for each box of costumes you are sending to HIT and enclose it inside the box.
 - Ship the box(cs) to:

Cowan, DeBacts, Abrahams & Sheppard ELP.
Attn: Costume Litigation
41 Madison Avc., 34th Floor
New York, NY 10010

- Do not place any documents from Steps 2-4 in the box(cs)...
- STEP 2. PAY the settlement amount by cashier's check on money order, as described.
 - Your payment should be made out to "Cowan DeBaets, Abrahams & Sheppard LLP, In Trust For Costume Littleation."
- STEP 3. ANSWER certain questions about the costumes you purchased.
 - Fill out all of the information on the attached Questionnaire.
- STEP 4. <u>SIGN</u> two copies of the Settlement Agreement; under which you promise not to infringe the rights of Plaintiffs in the future.
 - Read the attached Settlement Agreement carefully and sign both copies of it.
 - Send both signed copies of the Settlement Agreement to Cowan. DeBacts.

 Abrahams & Sheppard LinP in the enclosed pre-addressed envelope, together with your settlement payment and Questionnaire. (One copy of the Settlement Agreement will be returned to you when signed on behalf of Plaintiffs).

If you have questions, you muy call Cowan, DcBacts, Abreliams & Sheppard LLP at (212) 497-0997.

(FHX)9739210021

Cowon, DeBacts Abrahams & Sheppard LIP Attn: Gostume Litigation 41 Madison Avenue, 34th Floor New York, New York 10010

- NotOther Sums. No other or additional sums of any kind or amount. including but not limited to damages, altorneys fees, costs, expert witness fees, expert consultant fees, investigation costs ordees are ewed to Plaintiffs by Company or to Company by Plaintiffs
- Cooperation: Companyshall cooperate in good torth with Plaint its in connection with any investigation of or bigation regarding possible infinity in activities of other individuals and entities, including, but not limited to, consulting with Plaintills' counsel or investigators and appearing for deposition or malifestimony on reasonable notice without subpoena.
- Notice of Contact. Company shell notify Plaintiffs of the fact and content of any conversation, contact, or other communication Company may receive concerning the possible sale, production; distribution or importation of merchandise which might infringe Plaint its trademark and conycight rights. This notice and the notice required by Paragraph 6 of this Settlement Agreement, should be made to:

Cowan, DeBacts, Abrahams & Sheppard LLP Costume Litigation 41 Madison Ayenue, 34th Floor New York, New York 10010

- Agreement Not to Infringe Company agrees to refrain from the purchase manufacture distribution, sale, rental and/or use of any costumes or other items which bear the likeness of the Protected Character of a confusingly similar likeness, and shall notify Plaint fis if requested by any person or entity to engage in any such activity at any time in the future.
- Plaintiffs Release. For and in consideration of the terms and conditions hereof, including, without Illinitation Company's ongoing cooperation with Plaintiffs as set forth above, and full payment to Plaintiffs as provided above. Plaintiffs, on behalf of themselves, their partners, representatives, agents, attorneys, employees, successors, affiliates, employers, heirs and signs, and each of them, hereby releases and forever discharges company, and its past present and future officers, directors, employees employers, attorneys, pariners, agents, heirs, beneficianes, subsidiary successor or predecessor corporations of partierships; their assigns, and each of them, of and from any and all claims, demands, allegations, obligations, costs, damages, fees or causes of action of any nature whatsoever inlating to Company sphirchase and resale, rental or use of the Allegedly Infringing Costumes, through the date seisforth below, but only to the extent of Company's representations and warranties set forth herein. This release does not extend to any customer or supplier of Company, or any officers, directors, or shareholders thereof

- 8 Company's Release Company on behalf of itself, its partners representatives agents attomeys semployees successors, altitutes cimployees theirs and assigns, and cachiof them thereby releases and foreverous charges Plaintiffs and their past present and future officers; directors, employees employers; attorneys; partners, agents; heirs; beneficiaries. subsidiary, successor or predecessor corporations or partnerships; their arbitrates their assigns: and each of them of and from any and all claims aderdands; all coations; obligations; costs; damages, fees or causes of action of hiny hature white oever relating to the purchases of Allegedly Inflyinging Costumes from any source; through the date set forth below.
- Unknown: Claims: Plaintiffs and Company expressly declare that they knowingly waive any and all rights they may have under the provisions of Section 1542 of the California Civil Code and any comparable federal or state statute or rule of law by releasing all claims, known or unknown, except as otherwise expressly provided herein. Section 1542 of the California Civil Code provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR her must have materially aftected his or her SETTLEMENT WITH THE DEBTOR.

- Attorneys' Fees and Costs. In the event it is necessary for Plaintiffs to take action to enforce the terms of this Agreement Company agrees that in addition to any actual damages incurred, they shall recover from Company the costs and expenses, including reasonable attorneys fees, incurred in connection with such action.
- Entire Agreement This Agreement constitutes the entire agreement between the parties with reference to the subject matter contained herem; and all prior negotiations and understandings between the parties are merged into this Agreement.
- Modification or Amendments. This Agreement may not be altered; modified, amended or changed in any respect or particular whatsoeyer, except by a writing duly executed by the parties hereto.
- Interpretation of Agreement. The validity, interpretation and performance of this Agreement shall be controlled by, and construed under the laws of the State of New York, excluding any body of law governing conflicts of law.
- 14 Severability Irany provision of this Agreement is held by a count of competent jurisdiction to be mivalid, illegal, void or unenforceable for any reason whatsoever, the remaining provisions hereof shall nevertheless continue in full force and effect without being impaired or invalidated in anyway
- 15. No Waiver. The waiver by any party of the performance of any covenant, condition, promise or representation shall not invalidate this Agreement nor shall it be considered a waiver of any other covenant, condition, promise or representation.

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Case 1:07-cy-07121-LLS Document 40-5 Filed 01/04/2008 Page 10 of 21

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16: Additionals Performance: The partics agree to execute and deliver such to their and further decuments and to perform such other acts as shall be reasonably necessary to effectuate the purposes of this Agreement.

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DO NOT ENCLOSE your Questionnaire, Settlement Payment or Settlement Agreement with the look-alike costumes

STEP 2 SETTLEMENT PAYMENT

To settle this dispute without having to go to court, you must pay the settlement amount indicated in the demand lefter, \$60:000:

Make your cashier's check or money order payable to:

Cowan DeBacts Abrahams & Shoppard Elif the Trashfor Costume Eligation

Use the enclosed pre-addressed envelope to send your Settlement Payment (Step 2) with your completed Questionnaire (Step 3) and both copies of the signed Settlement Agreement (Step 4) to:

Cowan, DeBaets, Abrahams & Sheppard LLP Atm., Costume Litigation 41 Madison Avenue, 34th Floor New York, New York 19010

STEP 4

RELEASE AND SETTLEMENT AGREEMENT

THIS RELEASE AND SETTLEMENT AGREEMENT ("Agreement") is made and entered into effective as of the date last set forth below, by and between HIT lintertainment, Inc., Scholastic Inc. and Party Art Production, Inc. and Phillip Herman and Roberta Herman

WHEREAS, Plaintiffs are the owners and exclusive licensees of various copyright and trademark registrations and other intellectual property rights pertaining to Bob the Builder and Clifford the Big Red Dog "children's characters (hereinafter "the Protected Characters"); and

WHEREAS Company has a place of business at 51 Brandt Road, Hillburn, NY 10931.

WHEREAS, Company has purchased costumes which allegedly infringe Plaintiff strights in the Protected Character (the "Allegedly Infringing Costumes") and has resold, rented, or otherwise provided scivices making use of the Allegedly Infringing Costumes;

WHEREAS, Plaintiffs have made known to Company their intent to file a trademark and copyright infringement suit against Company in a United States District Court, relating to its purchases and sales, rentals or other uses of the Allegedly Infringing Costumes;

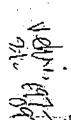
WHEREAS, Company has made certain representations to Plaintiffs, including an accounting of all Allegedly Infringing Costumes purchased by Company from any source;

WHEREAS, Company has surrendered to Plaintiffs all Allegedly Infringing Costumes and costumes which Plaintiffs has informed Company allegedly infringe the rights of Plaintiffs in the Protected Character; and

WHEREAS, Plaintiffs and Company desire to settle the controversies between them without the expense or inconvenience of lifigation.

NOW THEREFORE in consideration of these premises, and the conditions, covenants and promises set forth herein, Plaintiffs and Company hereby agree as follows:

- Inducement to Settle Company represents that the information it has provided to Plaintiffs in the Questionnaire provided to it by Plaintiffs is and all representations made by it to Plaintiffs are, accurate and complete to the best of its knowledge following reasonable inguity. Company acknowledges and agrees that such information and representations are a material part of the inducement to Plaintiffs to enter into this Agreement and that any false or misleading representations or information shall constitute a material breach of this Agreement.
- Payment Upon execution of this Agreement, Company shall pay to Plaintiffs the sum of \$60,000 (the "Settlement Amount") by cashier's check or other certified funds made payable to "Cowan, DcBaets, Abrahams & Sheppard LLP, In Trust For Costume Litigation", to be delivered to the following address: 14056273.DOC/2}



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- Company's Release Company, on behalf of itself, its partners, representatives agents, attorneys comployees, successors, affiliates, employees, heirs and assigns, and enough tham, hereby releases and forever discharges Plaintiffs and their past present and future officers, directors, employees, employees, attorneys, partners, agents theirs, beneficiantes, substituty, successor or predecessor employees, attorneys, partners, agents their assigns, and each of them, of and from any analysis from any adequates allegations, colligations, costs, damages, fees or causes of action of any nature, whatsoever relating to the purchases of Allegedly Infringing Costumes from any source, through the date set forth below.
- 9 <u>Unknown Claims</u> Planiall sand Company expressly declare that they knowingly waive any and all rights they may have under the provisions of Section 1542 of the California Civil Code and any comparable federal or state statute or rule of law by releasing all claims, known or unknown, except as otherwise expressly provided herein. Section 1542 of the California Civil Code provides as follows:

A GENERAL RESEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN THE OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE WENCH KNOWN BY HEM OR HER MUST HAVE MATERIALES AFFECTED HIS OR HER SETTLEMENT WITH THE DESTOR.

- Attorneys? Fees and Costs: In the event it is necessary for Plaintiffs to take action to enforce the terms of this Agreement! Company agrees that, in addition to any actual damages incurred, they shall recover from Company the costs and expenses, including reasonable attorneys fees, incurred in connection with such action.
- 11. Entire Agreement. This Agreement constitutes the entire agreement between the parties with reference to the subject matter contained herein, and all prior negotiations and understandings between the parties are marged into this Agreement.
- 12. Modification or winerdinents: This Agreement may not be altered, modified, amended or changed in any respect of particular whatsoever, except by a writing duly executed by the parties ligities.
- 13. <u>Interpretation of Agreements</u> The validity, interpretation and penformance of this Agreement shall be controlled by, and construed under the laws of the State of New York, excluding any body of law governing opnibies of law.
- 14: Severability: if any provision of this Agreement is held by a court of competent jurisdiction to be rivalid, illegal, void or unenforceable for any reason whatsoever, the remaining provisions hereof shall nevertheless continue in full force and effect without being impaired or invalidated in any way.
- No Waiver. The waiver by any party of the performance of any covenant, condition, promise or representation shall not invalidate this Agreement, nor shall it be considered a waiver of any other covenant, condition, promise or representation.

NOV-07-2007(NEO) 00:30 LOMBARDI/INGBER LAWFIRM (FAX)973921002) P. 018

If Additional Performance. The parties agree to execute and deliver such other and fluidher documents and to perform such other acts as shall be reasonably necessary to affectuate the purposes of this Agreement.

Case 1:07-cv-07:121-LS - Document 40-5. Filed 01/04/2008. Page 18 of 21

STEP 4

RELEASE AND SEREITMENT AGREEMENT

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WHEREAS, Plaintiffs are the owners and exclusive licensess of various copyright and trademark registrations and other orthelectual property rights perfaining to Bob the Builder and Clifford the Big Red Dog thildren's characters (hereinafter the Protected Characters"); and

WHEREAS: Company has a place of business at 54 Brandt Road, Hillburn, NY

WHIEREAS: Company has purchased costumes which allegedly infringe.
Plaintiffs' rights in the Protected Characters (the "Allegedly Infringing Costumes") and has
resold, rented, or otherwise provided services making use of the Allegedly Infringing Costumes;

WHEREAS, Plaintiffs have made known to Company their intent to file a trademark and copyright infringement suit against Company in a United States District Court, relating to its purchases and sales, rentals or other uses of the Allegedly Infringing Costumes;

WHEREAS, Company has made certain representations to Plaintiffs, including an accounting of all Allegedly Infringing Costumes purchased by Company from any source;

WEIEREAS, Company has surrendered to Plaintiffs all Allegedly Infringing Costumes and costumes which Plaintiffs have informed Companyallegedly infringe the rights of Plaintiffs in the Protected Characters; and

WHEREAS, Plaintiffs and Company desire to settle the controversies between them without the expense or inconvenience of litigation.

NOW THEREFORE, in consideration of these premises, and the conditions, covenants and promises set forth herein, Plaintiffs and Companylicieby agree as follows:

- Inducement to Settle: Company represents that the information it has provided to Plaintiffs in the Questionnine provided to it by Plaintiffs is and all representations made by at to Plaintiffs are accurate and complete to the best of its knowledge following reasonable inquity. Company acknowledges and agrees that such information and representations are a material part of the inducement to Plaintiffs to enter into this Agreement and that any false or misleading representations or information shall constitute a material breach of this Agreement.
- Plaintiffs the sum of \$60,000 (the "Settlement Amount") by cashier scheck or other certified funds made payable to "Cowan, DeBacts, Abrahams & Sheppard LLP, in Trust For Costume Litigation" to be delivered to the following address:

Case 1:07-cv:07121-LLS. Document 40-5 Filed 01/04/2008 ... Page 19 of 21

Cowan, DeBaets Aboutams & Sheppard LLP Attn: Costonic Litigation 41 Madison Avenue 34th floor New York, New York 10010

- No Other Sums No other or additional sums of any kind or amount, including but not limited to, damages, attorneys fees, costs, expert valuess fees, expert consultant fees, investigation costs of tees are owed to Plainfiffs by Company of to Company by Plaintiffs.
- Cooperation: Company shall-cooperate in good faith with Plaintiffs in connection with any investigation of or litigation regarding possible infringing activities of other individuals and entities including but not limited to consulting with Plaintiffs' courselor investigators and appearing for deposition of traffic stimony on reasonable notice without subpocha.
- Notice of Contact. Company shall notify Plaintiffs of the fact and content of any conversation, contact, or other communication Company may receive concurring the possible sale, production, distribution or importation of merchandise, which might infringe Plaintiffs' trademark and converght rights. This notice, and the notice required by Paragraph 6 of this Settlement Agreement, should be made to:

Cowan, DeBaets, Abrahams & Sheppard LLP Costume Litigation 41 Madison Avenue, 34th Floor New York New York 10010

- Agreement Not to Infringe: Company agrees to refrain from the purchase, manufacture, distribution, sale, restal and/or use of any costumes or other items which benrithe likeness of the Protected Characters of a confusingly similar likeness, and shall notify Plaintiffs if requested by any person or entity to engage in any such activity at any time in the funite.
- Plaintiffs Release For and in consideration of the terms and conditions hereof including without limitation Company's ongoing cooperation with Plaintiffs as set forth above and full payment to Plaintiffs as provided above Plaintiffs on behalf of themselves their partners, representatives, agents, attorneys, employees, successors, affiliates, employers hours and assigns, and each of them herebyireleases and forever discharges Company, and its past. presentiand future officers, directors, employees, employers, utforneys, parmers, agents, herrs, beneficianes, subsidiary, successor or predecessor corporations or partnerships, thorrassigns, and each of them, of and from any and all claims, demands, all egations, obligations, costs, damages reces or causes of action of any nature whatspever, relabing to Company's purchase and resale remail or use of the Allegedly Infringing Costumes, through the date set forth below but only to the extent of Company's representations and warranties set forth herein. This release does not extend to any customer or supplier of Company, or any officers, directors, or sharcholders thereof.

SEEP3-QUESTIONNAREPAGEB

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1,	Purchased h	ome			<u>Marie (1965) ang kalabangan kalabangan kalabangan kalabangan kalabangan kalabangan kalabangan kalabangan kalab Marie kalabangan kalabangan kalabangan kalabangan kalabangan kalabangan kalabangan kalabangan kalabangan kalab</u>
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- 10 (a) / 1 - 10 (a)	Date of pure	hase:	Piùrchasen	onice:	
	Karanta a kata ka	and the state of t	and the second s		
2.	How freque	itly was the costume	rented?		
	(For	example: "seven time	cs a week")		
	What was th	ic rental price?			
	(For	example, "\$175.00 p	er hour, \$850.00 per day	0	A STATE OF THE PARTY OF THE PAR
3.	How freque	ntly did you provide o	enterminment services to	children using the cost	ıme?
		The second secon			
•	(For	example, "ten times	a week, but twenty times	a week during the sum	mer")
• •	What was th	e price for those serv	ices?		
	14	example, #\$650.00 p		The state of the s	
- ()					
4.	Did:voit;sell	the costume?	The second secon		
	If so, date of	saler/	Sale price		
	Name of bui	chase:			
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111771			LLP at indicated at Step	of the Mistructions 1	or
Settle	ment" or expl	ain here why you can	not stup this costume:		
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interest in the second of the		The state of the s	The second secon		
V grad		PRO	CEED TO STEP 4		

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STEP 3 = QUESTIONNAURE PAGE A

	stionnaire. The Release and Settlement Agreement is effective wide accurate and complete information.
Howmany Bamey look-alike	costumes-have-you purchased?
Howmany Baby Bop" look ali	ke costumes have you purchased?
用owemany "BJ" look-alike cost	unics have you purchased?
How many Bob the Builder to	ok-alike costumes-bave you purchased?
How many "Clifford the Big Re	d Dog: look-alike costumes; have you purchased?
How many "Thomas the Tank-E	ngine" look-alike costumes have you purchased?
Make one copy of Questionnaire provide all information requested	look-alike costumes have you purchased? Page B for each look-alike costume you have purchased, and leach copy of Page B, together with ount (payable to "Cowan, DeBaets, Abrahams & Sheppard LLP,
enclosed pro-addressed envelope Cowans DeBaets Attn: Costime in 41 Madison Aven), and two signed copies of the Settlement Agreement in the to: Abrahams & Sheppard LLP tigation us 34th Floor
enclosed pre-addressed envelope Cowans DeBacts Attn: Costume Til 41 Madison Aven New York New Y); and two signed copies of the Settlement Agreement in the to: Abrahams & Sheppard LLP tigation ue, 34th Floor Fork 10010
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Cowm DeBacts Cowm DeBacts Attn: CostimicEi Al Madison Aven New York New This Questionnaire was complete Party Art Productions Si Brandt Road Hilburn NY 10936); and two signed copies of the Settlement Agreement in the to: Abrahams & Sheppard LLP tigation us, 34th Floor fork 19010 d by Full name (print or type)